

Atty. Dkt. No. 070191-0362 (112019)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Price et al.
Title: X-RAY SOURCE AND SYSTEM
HAVING CATHODE WITH
CURVED EMISSION SURFACE
Appl. No.: 10/757,177
Filing Date: January 14, 2004
Examiner: Hoon K Song
Art Unit: 2882

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioner, GE Medical Systems Global Technology Company, LLC, having its principal place of business at 3000 North Grandview Boulevard, Waukesha, WI 53188-1615, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/757,177, filed January 14, 2004, which is a continuation of U.S. Patent Application No. 10/124,864, filed April 17, 2002, by virtue of an Assignment filed and recorded on January 14, 2004, on Reel/Frame 014906/0578, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,760,407, which issued on U.S. Patent Application No. 10/124,864, filed April 17, 2002, by virtue of an Assignment filed and recorded on April 17, 2002, on Reel/Frame 012823/0347, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, GE Medical Systems Global Technology Company, LLC, hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, of U.S. Patent

12/03/2004 HHEKONEN 00000087 070845 10757177

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6,760,407, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,760,407 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,760,407 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,760,407 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,760,407 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,760,407, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned (whose title is supplied below) certifies that he is empowered to sign this Terminal Disclaimer on behalf of the assignee, that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,760,407 rests with Petitioners, GE Medical Systems Global Technology Company, LLC. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that

such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date _____

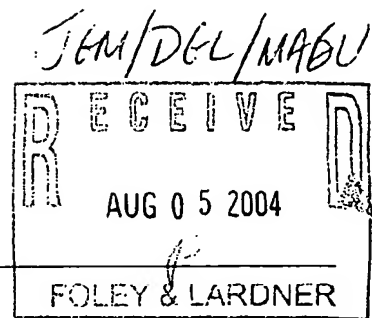
GE MEDICAL SYSTEMS GLOBAL
TECHNOLOGY COMPANY, LLC

By: _____

Name: David Luetten, Reg. No. 39,282

Title: Attorney

Appendix A



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 28, 2004

PTAS



102654411A

FOLEY & LARDNER
MARCUS A. BURCH
777 EAST WISCONSIN AVENUE
SUITE 3800
MILWAUKEE 53202-5306

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/14/2004

REEL/FRAME: 014906/0578
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 070191-0362 (112019)

ASSIGNOR:
PRICE, J. SCOTT

DOC DATE: 04/05/2002

ASSIGNOR:
DUNHAM, BRUCE M.

DOC DATE: 04/04/2002

ASSIGNOR:
WILSON, COLIN R.

DOC DATE: 04/14/2002

ASSIGNEE:
GE MEDICAL SYSTEMS GLOBAL
TECHNOLOGY COMPANY, LLC
3000 NORTH GRANDVIEW BOULEVARD
WAUKESHA, WISCONSIN 53188-1615

MM
8/5/04

014906/0578 PAGE 2

SERIAL NUMBER: 10757177

FILING DATE: 01/14/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: X-RAY SOURCE AND SYSTEM HAVING CATHODE WITH CURVED EMISSION SURFACE

MARCUS KIRK, EXAMINER

ASSIGNMENT DIVISION

OFFICE OF PUBLIC RECORDS

01-26-2004

Atty. No. 070191-0362 (112019)

FORM PTO-1595 (modified)

(Rev 6-93)

REC



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102654411

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

J. Scott Price
Bruce M. Dunham
Colin R. Wilson

1-14-04

2. Name and address of receiving party(ies):

GE Medical Systems Global Technology
Company, LLC
3000 North Grandview Boulevard
Waukesha, WI 53188-1615

U.S. PTO
10757177



Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

4/5/02; 4/4/02; 4/14/02

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

4/5/02; 4/4/02;
4/14/02

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

10757177

5. Name and address of party to whom correspondence concerning document should be mailed:

Marcus A. Burch
FOLEY & LARDNER
777 East Wisconsin Avenue, Suite 3800
Milwaukee, Wisconsin 53202-5306

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41):

\$40.00

Check Enclosed

☒ Charge to deposit account

8. Deposit account number: 07-0845

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Marcus A. Burch

1/14/04

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

01/23/2004 LNUELLER 00000267 070845 10757177

01 FC:8021

40.00 DA

ASSIGNMENT AND AGREEMENT

WHEREAS, J. Scott Price of 2618 North 69th Street, Wauwatosa, Wisconsin 53213; Bruce M. Dunham of 9815 North Melrose Court, Mequon, Wisconsin 53097 and Colin R. Wilson of 882 Warner Road, Niskayuna, New York 12309; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **X-RAY SOURCE AND METHOD HAVING CATHODE WITH CURVED EMISSION SURFACE** (Atty. Dkt. No. 070191-0330 (112019)) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, GE Medical Systems Global Technology Company, LLC, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 3000 North Grandview Boulevard, Waukesha, WI 53188-1615 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and

assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

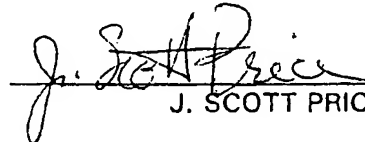
ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

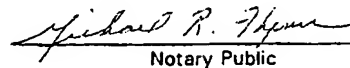
Executed this 5TH day of APRIL, 2002.

State of WISCONSIN)
County of WAUKESHA) ss.


J. SCOTT PRICE

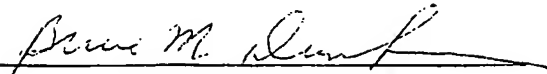
On this 5TH day of APRIL, 2002, before me, a notary public in and for said county, appeared J. SCOTT PRICE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.




Notary Public


My Commission Expires: 11-16-2005

Executed this 3rd day of April, 2002.


BRUCE M. DUNHAM

State of WISCONSIN)
County of WAUKESHA) ss.

On this 3 day of April, 2002, before me, a notary public in and for said county, appeared BRUCE M. DUNHAM, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.


Notary Public
My Commission Expires: 11-9-2003

(Seal)

Executed this 15th day of APRIL, 2002.

Colin R. Wilson

COLIN R. WILSON

State of NEW YORK)
) ss.
County of Schenectady)

On this 15 day of APRIL, 2002, before me, a notary public in and for said county, appeared COLIN R. WILSON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Jean G. Myers
Notary Public

My Commission Expires: _____

(Seal)

JEAN G. MYERS
Notary Public in the State of New York
Qualified in Schenectady Co.
No. 016195036550
My Commission Expires Nov. 11, 2003

Appendix B



JCM-06L
070191-0330

JUNE 25, 2002

PTAS

Chief Information Officer
Washington, DC 20231
www.uspto.gov

FOLEY & LARDNER
DAVID G. LUETTGEN
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367



102070212A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/17/2002

REEL/FRAME: 012823/0347
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PRICE, J. SCOTT

DOC DATE: 04/05/2002

ASSIGNOR:

DUNHAM, BRUCE M.

DOC DATE: 04/03/2002

ASSIGNOR:

WILSON, COLIN R.

DOC DATE: 04/15/2002

ASSIGNEE:

GE MEDICAL SYSTEMS GLOBAL
TECHNOLOGY COMPANY, LLC
3000 NORTH GRANDVIEW BOULEVARD
WAUKESHA, WISCONSIN 53188-1615

SERIAL NUMBER: 10124864
PATENT NUMBER:

FILING DATE: 04/17/2002
ISSUE DATE:

9/7-5-02

012823/0347 PAGE 2

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

04-29-2002

Atty. Dkt. No. 070191-0330 (112019)

FORM PTO-1595 (modified)

(Rev 6-93)

F



R SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102070212 ----1

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

J. Scott Price
Bruce M. Dunham
Colin R. Wilson

1-17-02

2. Name and address of receiving party(ies):

GE Medical Systems Global Technology
Company, LLC
3000 North Grandview Boulevard
Waukesha, WI 53188-1615

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

4/5/02; 4/3/02; & 4/15/02, respectively

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

10,124864

4/5/02;

4/4/02; &

4/14/02,

respectively

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

David G. Luetzgen
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

☒ Charge to deposit account

8. Deposit account number: 07-0845

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

David G. Luetzgen

4/17/02

Name of person signing

Signature

Date

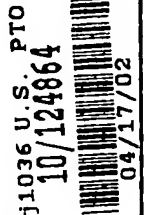
Total number of pages including cover sheet, attachments, and document: 4

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04/26/2002 GTON11 00000223 070845 10124864

01 FC:581

40.00 CH



ASSIGNMENT AND AGREEMENT

WHEREAS, J. Scott Price of 2618 North 69th Street, Wauwatosa, Wisconsin 53213; Bruce M. Dunham of 9815 North Melrose Court, Mequon, Wisconsin 53097 and Colin R. Wilson of 882 Warner Road, Niskayuna, New York 12309; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **X-RAY SOURCE AND METHOD HAVING CATHODE WITH CURVED EMISSION SURFACE** (Atty. Dkt. No. 070191-0330 (112019)) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

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NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and

assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

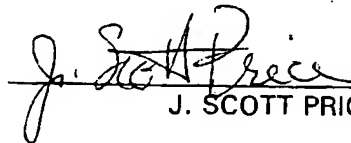
ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

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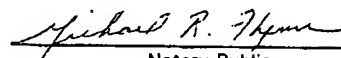
Executed this 5TH day of APRIL, 2002.

State of WISCONSIN)
County of WAUKESHA) ss.


J. SCOTT PRICE

On this 5TH day of APRIL, 2002, before me, a notary public in and for said county, appeared J. SCOTT PRICE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.




Notary Public

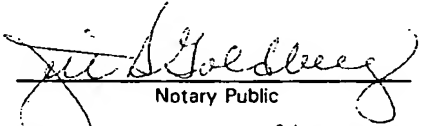
My Commission Expires: 11-16-2005

Executed this 3rd day of April, 2002.


BRUCE M. DUNHAM

State of WISCONSIN)
County of WAUKESHA) ss.

On this 3 day of April, 2002, before me, a notary public in and for said county, appeared BRUCE M. DUNHAM, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.


Notary Public
My Commission Expires: 11-9-2003

(Seal)

Executed this 15th day of APRIL, 2002.

Colin R. Wilson

COLIN R. WILSON

State of NEW YORK)
) ss.
County of Schenectady)

On this 15 day of APRIL, 2002, before me, a notary public in and for said county, appeared COLIN R. WILSON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Jean G. Myers
Notary Public

My Commission Expires: _____

(Seal)

JEAN G. MYERS
Notary Public in the State of New York
Qualified in Schenectady Co.
No. 0118176038250
My Commission Expires Nov. 11, 2002